

CITY COUNCIL

The City of Orange Township, New Jersey

DATE September 19, 2023

NUMBER 378-2023

TITLE: **RESOLUTION AUTHORIZING SETTLEMENT WITH MARIA H. PESSOA IN THE MATTER OF MARIA H. PESSOA V. CITY OF ORANGE TOWNSHIP, CARLOS A. AYOSA, JOHN & JANE DOES 1-10 DOCKET NO. ESX-L-3600-17, IN THE OF AMOUNT OF EIGHTY THOUSAND DOLLARS (\$80,000.00)**

WHEREAS, a lawsuit styled as Maria H. Pessoa v. City of Orange Township, Carlos A. Ayoso, John & Jane Does 1-10, Docket No. ESX-L-3600-17, was initiated in the Superior Court, Law Division, Essex County; and

WHEREAS, plaintiff, Maria H. Pessoa alleged personal injury as a result of a motor vehicle accident on Passaic Avenue near the intersection of Stewart Avenue in Kearny, New Jersey; and

WHEREAS, plaintiff and the City of Orange Township desire to resolve this matter without further litigation under the terms specified in the Settlement Agreement and Release attached hereto; and

WHEREAS, through negotiations between attorneys for the City and Pessoa, the parties reached a settlement agreement, subject to approval by the Municipal Council, to resolve the dispute for a total amount equal to \$80,000.00, a copy of which is appended hereto; and,

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto certifying that funds will be available for this purpose in Account No.: 3-01-20-155-000-366, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ORANGE TOWNSHIP as follows:

Section 1. The settlement as set forth by the foregoing, including the above Recitals, be and is hereby approved.

Section 2. The Mayor be and is hereby authorized and directed to resolve the Maria H. Pessoa Litigation in accordance with any terms and conditions as set forth thereto.

Section 3. This Resolution shall take effect immediately.

Adopted: September 19, 2023

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President



CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET - CURRENT FUND

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2023 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract with:

Vendor Name: Ginarte Gallardo Gonzalez
Winograd, LLP.

Address: 400 Market Street

City: Newark
State: New Jersey
Zip Code: 07105

Purpose: Settlement payment involving lawsuit
Docket No. ESX-L-3600-17
Maria H. Pessoa v City of Orange

Vendor ID: GINAR015

Fund: Current Fund
Line Description LAW - Settlements
Account Numbers(s): CY'23 3-01-20-155-000-366 \$ 80,000.00

Purchase Order # : 23-01788

Amount not to exceed: \$ 80,000.00

Division Head	Date
<i>Nile Clements</i>	9/5/2023
Chief Financial Officer	Date

MATTHEW V. VILLANI, ESQ. --- 026452007
GINARTE, GONZALEZ & WINOGRAD, LLP
400 MARKET STREET
NEWARK, NJ 07105
Tel: (973) 854-8400
OUR FILE NO.: 242591
ATTORNEYS FOR PLAINTIFF, *Maria H Pessoa*

<p>MARIA H PESSOA</p> <p><i>Plaintiff,</i></p> <p>vs.</p> <p>CITY OF ORANGE, CARLOS A. AYOSO, JOHN & JANE DOES 1-10 (fictitious unidentified individuals) ABC CORPORATIONS 1-10, (fictitious corporations or other business entities presently unidentifiable)</p> <p><i>Defendants.</i></p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: ESSEX COUNTY DOCKET NO.: ESX-L-3600-17</p> <p>CIVIL ACTION</p> <p>STIPULATION OF DISMISSAL WITH PREJUDICE</p>
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The matter in difference in the above-entitled action having been amicably adjusted by and between the parties, it is hereby stipulated and agreed that the same be and it is hereby dismissed against all parties without costs against any party, and with prejudice.

GINARTE, GONZALEZ
& WINOGRAD, LLP
Attorneys for Plaintiff

GRACIA ROBERT MONTILUS, CITY ATTORNEY
Attorneys for Defendants

By: 
MATTHEW V. VILLANI, ESQ.

By: _____
ALEX CIROCCO, ESQ.

Date: June 29, 2023

Date: _____

GENERAL RELEASE

This General Release (hereinafter the "Release"), dated June 27, 2023 is given by Maria Pessoa (hereinafter, "Releasor") to Carlos A. Ayoso and City of Orange, and any and all of their past, present and future predecessors, parents, subsidiaries, affiliated companies and/or successors in interest, assigns, and/or their shareholders, directors, officers, partners, employees, servants and agents (hereinafter, collectively referred to as "Releasees"), as follows:

Release. Maria Pessoa releases and give up any and all claims, actions, causes of action, demands, liens, civil lawsuits or encumbrances of any kind whatsoever (legal, equitable or otherwise) from the beginning of time to the date of this Release, including, but not limited to, any and all claims and rights which Releasor may have and have had against Releasees arising out of economic loss and/or non-economic loss, including attorneys' fees and other types of damages, sustained by the Releasor arising out of services rendered by Releasees and any and all of its past, present and future predecessors, parents, subsidiaries, affiliated companies and/or successors in interest, assigns and/or their shareholders, directors, officers, members, partners, employees, servants and agents. This releases all claims, including those of which the Releasors are not aware of and those not mentioned in this Release, and those that were or could have been raised in the future.

2. **Consideration.** In consideration for the execution of the Release of all claims against the Releasees, Releasor will be paid the amount of \$80,000.00 within 14 days of receipt of release.

3. **Who is Bound.** All parties to this Release as well as any affiliates or related entities are bound by this Release. Anyone who succeeds to their rights and responsibilities, such as their heirs, agents or assignees, and including their attorneys, are also bound.

4. **No Admission of Liability.** The parties agree that the Release is in the nature of a compromise of disputed claims entered into solely in order to avoid the continuation of the claim and any further action or lawsuit, and that any payments made pursuant to the Release are not to be construed as admissions of liability.

5. **No Construction Against Either Party.** The wording of the Release was reviewed and accepted by legal counsel for both Releasor and Releasees prior to its being signed by the Releasor, and neither Releasor nor Releasees shall be entitled to have any wording of this Release construed against the other party in the event of any dispute arising between them in connection with it.

6. **Inadmissibility of Release.** The existence, terms or negotiations of this Release shall be inadmissible in any litigation, provided, however, that such evidence may be offered in an action seeking solely to enforce the terms of the Release.

7. **Releasors' Responsibility For Any And All Liens Or Judgments.** The Releasor agrees to be responsible for the payment and satisfaction of any and all liens of any kind whatsoever, including (without limitation) liens or judgments arising out of the provision of any professional services or benefits to or for the benefit of the Releasor by or through medical providers, medical institutions, temporary or permanent disability plans, employer or workers' compensation benefits plans or statutes, and for child support.

8. Indemnification. In the event Releasor have recovered or recover any monies from any other person or entity who thereafter seeks contribution, indemnification or allocation of fault from Releasees arising from the claims released in this Release, Releasor shall indemnify and hold Releasees harmless for any money spent in defending against these claims including, but not limited to, attorney's fees, costs of suit, judgment or settlement.

9. Representation of Comprehension of Settlement And Release. In entering into the settlement that has caused the Releasors to execute this Release, the Releasor specifically acknowledges and represent that: (1) the Releasor has relied upon the advice of the Releasors' attorney, who is an attorney of the Releasors' own choice, concerning the legal consequences of the settlement and of the execution of this Release; (2) the terms of the settlement and this Release have been completely read and explained to the Releasors by the Releasors' attorney; (3) the Releasor has entered into the settlement and has signed this Release voluntarily, without being under any mental disability, and without any undue influence from anyone; and (4) the Releasor fully understands and agree to perform and abide by all of the terms of the settlement and of this Release.

10. Governing Law. The settlement that has caused the Releasor to execute this Release, and this Release shall be construed and interpreted in accordance with the laws of the State of New Jersey.

11. Entire Agreement. The Release contains the sole and entire understanding between the parties concerning the settlement of the disputed claim and counterclaim and all prior promises, offers, solicitations, agreements, and commitments are merged into the Release.

12. Signature. The parties understand and agree to the terms of this Release. The individuals who have executed this Release have the authority to accept its terms and bind the parties. The Release may be executed in subparts.

13. Further Assurances. The parties agree to execute any additional documents reasonably necessary to effectuate this Release including, without limitation, a Stipulation of Dismissal with prejudice and without costs.

14. Settlement. All amounts payable pursuant to this Release constitute damages on account of personal physical injuries or physical sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

BY: MARIA PESSOA
(Releasor Print Name)

Maria Pessa
(Releasor Sign Name)

BY: Matthew Villani
(Witness Print Name)

[Signature]
(Witness Sign Name)



*** CHILD SUPPORT JUDGMENT SEARCH ***
NEW JERSEY SUPERIOR COURT

643-4666-20

RE: 242591

CERTIFIED TO:

GINARTE, O'DWYER, WINOGRAD &
LARACUENTE, ESQS
400 MARKET ST
NEWARK NJ 07105

CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD THEREIN A JUDGMENT FOR CHILD SUPPORT PURSUANT TO N.J.S.A. 2A:17-56.23(B) EXCEPT AS SET FORTH BELOW AGAINST:

MARIA PESSOA
SSN: XXX-XX-9715
*** Name is CLEAR ***

FROM TO
09-01-1992 06-21-2023

DATED 06-21-2023
TIME 08:45 AM

FEES: \$ 10.00
TAX: \$ 0.00
TOTAL: \$ 10.00

CJ23-180-04792 180 0990180 01

CHARLES JONES LLC
P.O. BOX 8488
TRENTON, NJ 08650

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Ginarte Gallardo Gonzalez Winograd, LLP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P
- Other (see instructions) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

400 Market Street

6 City, state, and ZIP code

Newark NJ 07105

Requester's name and address (optional)

7 List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
2	2	-	3	1	4	1	5	9	4

Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

Date ►

6/29/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.